

PHAGE.001DV1

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Kordyum, et al.
Appl. No. : 09/859,651
Filed : May 17, 2001
For : PHAGE-DEPENDENT SUPER
PRODUCTION OF BIOLOGICALLY
ACTIVE PROTEIN AND PEPTIDES
Examiner : Leffers, Jr., Gerald G.
Group Art Unit : 1636

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The undersigned agent of record is empowered to act on behalf of the assignee, **PHAGE BIOTECHNOLOGY CORPORATION** ("Assignee") indicated below, by virtue of a Power of Attorney executed in connection with the Declaration by the inventors in February 2001.

In accordance with 37 C.F.R. 3.73(b), Assignee represents that it is the owner by assignment of a 100% interest in the above referenced application, which is a divisional of 09/318,288, filed on May 25, 1999 now U.S. patent No. 6,268,178, which is 100% owned by Assignee. The Assignment to Assignee of U.S. Patent No. 6,268,178 is recorded at Reel 010065, Frame 0465.

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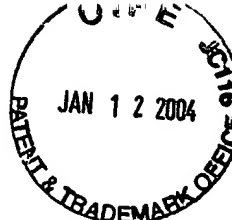
In accordance with 37 C.F.R. 3.73(b), Assignee represents that it is the owner by assignment of a 100% interest in U.S. Application No. 09/929,945, filed on August 15, 2001, now U.S. patent No. 6,642,026, which is 100% owned by Assignee. The Assignment to Assignee of U.S. Application No. 09/929,945 is recorded at Reel 012341, Frame 0861. This assignment represents the entire chain of title from the inventors to the Assignee.

In accordance with 37 C.F.R. 3.73(b), Assignee represents that it is the owner by assignment of a 100% interest in 09/929,918, filed on August 15, 2001, which is 100% owned by Assignee. The Assignment to Assignee of U.S. Application No. 09/929,918 is recorded at Reel 012341, Frame 0675. This assignment represents the entire chain of title from the inventors to the Assignee.

Assignee hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of either United States Patent No. 6,642,026 or U.S. Application No. 09/929,918, pursuant to 37 C.F.R. 1.321 (b), and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to either U.S. Patent No. 6,642,026 or U.S. Application No. 09/929,918. This agreement extends to any patent granted on the above-identified application and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent No. 6,642,026 or U.S. Application No. 09/929,918 in the event

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that they later: expire for failure to pay a maintenance fee, are held unenforceable, are found invalid, are statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), have all claims canceled by a reexamination certificate, are reissued, or are in any manner terminated prior to the expiration of their full statutory term as presently shortened by any terminal disclaimer.

In accordance with 37 C.F.R. 3.73(b), any evidentiary documents which are referred to in this disclaimer have been reviewed, and to the best of Assignee's knowledge and belief, title is in Assignee.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR

Dated:

Jan. 7, 2004

By:

Che S. Chereskin

Che Swyden Chereskin, Ph.D.

Registration No. 41,466

Agent of Record

Customer No. 20,995

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